

SCHUMANN HANLON LLC
30 Montgomery Street, 15th Floor
Jersey City, New Jersey 07302
Attorneys for Plaintiffs

GNAT BOOTY MUSIC, ET ALs.,

Plaintiffs,

v.

**JAY KAY JAY, INC. AND KATHLEEN
A. TARTIVITA,**

Defendants.

JAY KAY JAY, INC.,

Third Party Plaintiff,

v.

CABLEVISION SYSTEMS CORP.,

Third Party Defendant.

WB MUSIC CORP., ET ALs.

Plaintiffs,

v.

**JAY KAY JAY, INC. AND KATHLEEN
A. TARTIVITA,**

Defendants.

JAY KAY JAY, INC.,

Third Party Plaintiff,

v.

CABLEVISION SYSTEMS CORP.,

Third Party Defendant.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

**Consolidated
Civil Actions
No. 06-5522(GEB)**

RECEIVED

JAN 24 2008

AT 8:30 M
WILLIAM T. WALSH
CLERK

No. 07-3439(GEB)

STIPULATION OF SETTLEMENT

THIS MATTER HAVING been amicably resolved by and between plaintiffs in both of the within consolidated actions and defendants Jay Kay Jay, Inc. and Kathleen A.

Tartivita, it is hereby stipulated and agreed as follows:

1. The within matter shall be marked settled in accordance with the terms set forth below in this stipulation of settlement, the original of which shall be filed with the Clerk of Court.

2. Defendants hereby acknowledge their agreement to pay to plaintiffs the sum of \$9,000.00, and plaintiffs agree to accept such sum in full and final settlement of all claims in the consolidated Complaints herein, with such amount to be paid as follows:

- ▶ \$6,000.00 at the time of signing of the within Stipulation of Settlement; and
- ▶ \$3,000.00 on or before June 30, 2008.

Payments shall be by check payable to ASCAP and sent to its counsel, Schumann Hanlon LLC, 30 Montgomery Street, Jersey City, New Jersey 07302, Attn: David K. DeLonge, Esq. Defendants also acknowledge and agree to contingent liability to plaintiffs herein for an additional sum of \$25,000.00 in the event that defendants default on payment required in the foregoing paragraph and fail to cure any such default within ten (10) days of written notice of default sent by first class mail to Ms. Kathleen A. Tartivita, P.O. Box 142, Atlantic Highlands, New Jersey 07718, in which event plaintiff may obtain a judgment against defendants herein in the amount of \$34,000.00, less a credit for any payments made under this Stipulation of Settlement, by the mere submission to the Court of a Certification setting forth the circumstances of a default and the amount which has been paid pursuant to this Stipulation of Settlement by the defendants. Any such application for judgment shall be on notice to Ms. Kathleen A. Tartivita, P.O. Box 142, Atlantic Highlands, New Jersey 07718.

3. Simultaneous with the execution of the Stipulation of Settlement, defendants shall execute and provide to plaintiffs' attorney a Stipulation of Dismissal with prejudice of the counterclaims filed herein against plaintiffs for immediate filing with the court. Defendant shall also execute and provide to plaintiffs a Release of any and all claims.

4. Upon completion of defendants' payment of the settlement sum required herein on a timely basis without uncured default, plaintiff shall file a Stipulation of Dismissal with prejudice of the consolidated complaints herein, and shall provide to defendants a Release of claims for infringement through December 31, 2007 of copyrighted musical compositions owned by members of ASCAP at defendants' establishment known as Pumps Plus, 77 Route 36 W, Keansburg, New Jersey.

5. Simultaneous with the execution of this Stipulation of Settlement, defendant Kathleen A. Tartivita shall execute and provide to ASCAP a License Agreement for the 2008 year in the form required and provided by ASCAP along with prepayment of the 2008 license fee of \$992.75. Payment of the license fee for 2008 is in addition to the settlement sums set forth in paragraph 2. above.

6. This Stipulation of Settlement constitutes the complete and final expression of terms of the settlement agreement between the parties. All prior agreements, representations, negotiations, either oral or written, are hereby superseded.

7. No amendment to this Stipulation of Settlement shall be effective unless it is in writing and signed by all parties or their duly authorized representatives.

8. This Settlement Agreement shall inure to the benefit of and be binding on the parties, their heirs, successors and assigns.

9. The parties hereto agree that this settlement is a compromise of disputed claims and shall not be construed as an admission of liability or wrongdoing whatsoever by any party.

10. All parties to this matter and any counsel have reviewed this Stipulation of Settlement and agree that any ambiguities in the Stipulation of Settlement are not to be resolved against the drafting party in any question of interpretation of this Stipulation of Settlement.

11. The parties agree that the Court shall retain jurisdiction over these proceedings for the purpose of enforcing the provisions of the Settlement Agreement.

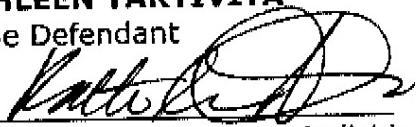
SCHUMANN HANLON LLC
Attorneys for Plaintiffs

By: 
David K. DeLonge

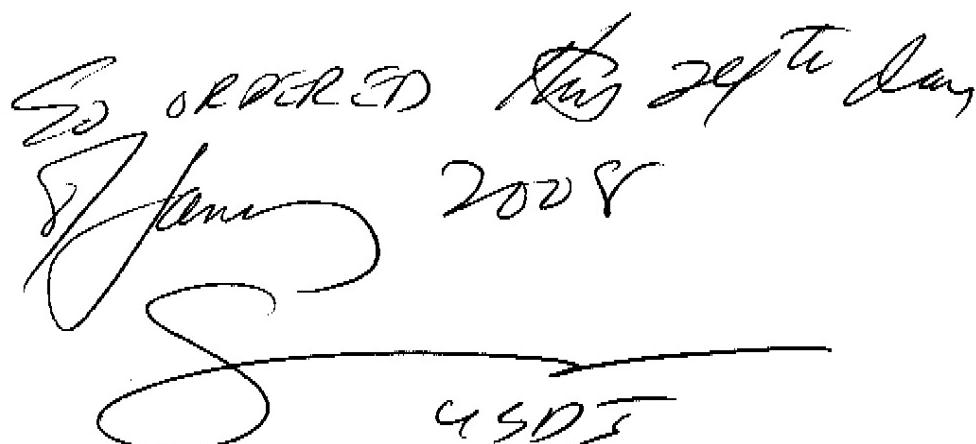
JAY KAY JAY, INC.

By: 
Kathleen A. Tartivita, President

KATHLEEN TARTIVITA
Pro Se Defendant

By: 
Kathleen A. Tartivita, individually

Dated: January 20 , 2008


2008
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